the value of the utilization of the development rights seized from plaintiff's Unit in violation of the rights held to be appurtenant to plaintiff's 12th Floor and Roof Unit in a February 11, 2010 Appellate Division Order which Defendants conspired to seize by acts and omissions committed under color of state law;

- 217. Deprivation of equal protection before the law;
- 218. Violation of substantive due process;
- 219. punitive and treble damages of THREE HUNDRED MILLION DOLLARS (\$300,000,000);
  - 220. and any other such relief as this Court deems just and proper.

Dated: March 25, 2015 New York, NY

James H. Brady, Pro se Plaintiff

450 West 31st Street New York, NY 10001 (201) 923-5511

# EXHIBIT A

## PLAN TO CONVERT TO COOPERATIVE OWNERSHIP

PREMISES AT: 450 West 31st Street New York, New York

The following amendments are hereby made in order to clarify and modify certain provisions of the original Offering Plan in the above-titled conversion:

### COVER PAGE

[Lines 16-23] NAME AND ADDRESS OF SPONSOR: 31st Street Realty Associates c/o Bachner, Tally & Mantell 850 Third Avenue New York, New York 10022

NAME AND ADDRESS OF SELLING AGENT: 31st Street Realty Associates c/o Bachner, Tally & Mantell New York, New York 10022

#### INTRODUCTION

[Sixth Paragraph] The Subscription Agreement (hereinafter referred to as "Subscription Agreement," "Purchase Agreement" or "Agreement"), may be found on page 101.

[Thirteenth Paragraph] Sponsor will not sell any units for the following uses:

(1) Medical or drug treatment centers; (2) heavy stamping, pressing or vibrating equipment; (3) storage of explosive or corrosive chemicals; (4) commercial animal breeding; (5) wholesale food processing.

#### DESCRIPTION OF PROPERTY

(First Paragraph) Pee title to the land and building was acquired on November 30, 1979. The aforesaid land and building were subsequently leased to the Tenant Corporation on May 30, 1980. The building is in an M1-5 manufacturing zone.

[Fourth Paragraph] Upon closing of title with the co-operative corporation, the following contracts will exist and be binding upon the co-operative corporation:

B. Ready Alarm - 11/1/80 - 10/31/81 - Sprinkler Alarm

### **Footnotes**

[First Paragraph] The gross footages set forth herein are approximate and there will be no adjustments in the purchase price if the square footage varies less than 5%. If the actual square footage of the unit is less than the square footage set forth above by more than 5%, then in that event, a proportionate adjustment will be made in the purchase price based upon the percentage difference in the two amounts. The preceding sentence is limited, however, by the Lesson's right to exclude from the unit whatever square footage is necessary for the installation of new water, waste, electrical and ventilation risers.

[Sixth Paragraph - New] The Boiler Room shall, in addition to the square footage set forth herein, include that portion of the existing parking lot for a distance of approximately twenty-five (25) feet extending from the boiler building. The Boiler Room may be extended within such area and appropriate fences erected.

[Seventh Paragraph - New] The 12th floor and roof unit shall have, in addition to the utilization of the roof, the right to construct or extend structures upon the roof or above the same to the extent that may from time to time be permitted under applicable law.

### CHANGES IN PRICES, LAYOUT & SIZE OF UNITS

In order to meet possible varying demand for [First Paragraph] number and type of Units, or to meet particular requirements of prospective purchasers, or for any other reasons, the Sponsor reserves the right at any time and from time to time before and after declaring the Plan effective without the consent of the Board of Directors or other tenant-shareholders to: (1) change the layout of the Units; (ii) change the number of Units by subdividing one or more Units into separate units or combining separate Units into one or more Units and (iii) change the size of Units by sub dividing or combining Units as aforesaid or by altering the boundary walls of Units or otherwise. If the size of a Unit is changed either as a result of any said subdivision, combination, alteration of boundary walls or otherwise, the number of shares allocated to such Unit may be increased or decreased accordingly. No such reallocation of shares, however, will increase or decrease the total number of shares allocated to all Units in the Building, nor shall any shares be reallocated unless an independent qualified real estate consultant is of the opinion that the aforesaid reasonable relationship is preserved (as determined on the date the change is made). Any reallocation of shares will vary the estimated monthly maintenance charges for the Unit or Units affected thereby from the amounts in the "Schedule of Units"; however, such a change shall not affect the proportion or amount of maintenance charges to be paid by purchasers of Units which are not the subject of such change. Any change in the size,

layout or number Jnits or in the number . ;hares allocated thereto may be made without amendment to the rlan; provided, however, that (i) any change in the size or layout of a Unit shall be disclosed to the purchaser thereof by a notice affixed to the inside cover of this Plan, (ii) the Department of Law of the State of New York has received a copy of such notice, and (iii) a copy of such notice shall thereafter be affixed to the inside cover of each Plan presented to any party who had not received a Plan prior to the aforesaid changes.

[Fifth Paragraph] A purchaser will not be excused from purchasing his Unit if the dimensions of his Unit vary from the plans set forth herein by less than five percent and will not have any claim against the Sponsor, except that any diminution in the square footage resulting from the installation of new water, waste, electrical and ventilation risers shall not affect the purchaser's obligation to purchase his Unit. All such work shall be performed by the Tenant-Shareholders Corporation at the expense of the Tenant-Shareholders, which expense shall, in turn, be borne by the Lessees proportionately.

## PROCEDURE TO PURCHASE

[First Paragraph] Any person who desires to purchase shares of the Cooperative and the attendant right to a Proprietary Lease will be required to execute a Subscription Agreement in the form that has been appended hereto at page 101. An executed Subscription Agreement would be furnished to the Sponsor together with a check representing the down payment which check would be drawn to the order of Bachner, Tally & Mantell as Escrow Agents for 31st Street Realty Associates.

# OPTION TO PURCHASE

Lessee has an option to purchase the land and building for the sum of \$1.00 at any time during the term of the Ground Lease.

# SUMMARY OF PROPRIETARY LEASE

[Paragraph Four - New] The Proprietary Lease may vary from Tenant to Tenant based upon the use to which the Unit is put.

### UNSOLD SHARES

[Third Paragraph] Sponsor shall have the right to change the layout, size and number of Units as provided in the Section entitled "Changes in Prices, Layout & Size of Units" herein.

## IDENTITY OF THE PARTIES

[First Paragraph] Sponsor is a partnership formed in the State of New York for the purpose of purchasing the property at 450 West 31st Street, New York, New York, and for the purpose of presenting this offering. The principal assets of the partnership are the fee title to the land and building and ownership of all of the shares of capital stock of the Tenant Corporation.

# DOCUMENTS ON FILE

In accordance with Section 353-e(9) of the General Business Law, copies of this Offering Statement-Plan of Cooperative Organization and all exhibits or documents referred to herein shall be available for inspection by prospective purchasers and by any purchaser who shall have purchased securities offered by this Plan or shall have participated in the offering of such securities, at the office of Sponsor's attorneys, of such securities, at the office of Sponsor's attorneys, and shall remain available for such inspection for a period of six years.

# ATTORNEYS FOR SPONSOR

Sponsor has retained the law firm of Bachner, Tally & Mantell, 850 Third Avenue, New York, New York, as counsel. (The law firm of Baskin & Sears, 1350 Avenue of the Americas, New York, New York drafted the By-Laws, the Articles of Incorporation, Subscription Agreement, the Lease, and all other documents relevant to the formation of the Tenant Corporation.) The Tenant Corporation will be represented at closing by Counsel, consequently the Tenant-Corporation should not consider Bachner, Tally & Mantell to be its independent counsel and prospective purchaser should consult with their own counsel on all matters concerning the Tenant-Corporation.

## GENERAL

[Fourth Paragraph] This Offering Plan was prepared by the law firm of Baskin & Sears, 1350 Avenue of the Americas, New York, New York, which law firm is no longer counsel to the Sponsor herein. Sponsor has subsequently retained the law firm of Bachner, Tally & Mantell, 850 Third Avenue, New York, New York, as its Counsel.

# SUBSCRIPTION AGREEMENT

[Paragraph 3A] Herewith is my check to the order of Bachner, Tally & Mantell as Escrow Agent for 31st Street Realty Associates for the amount of the above stated Down Payment. I agree that, if and after the Plan becomes effective, as herein provided, I will pay the above stated balance of the said Purchase Price within fifteen days after written notice and demand by Escrow Agent, Sponsor or the Tenant Corporation (which notice shall state that the date of closing title has been specified to be not later than 60 days thereafter), such payment to be by personal certified check or official check drawn on a New York bank to the order of 31st Street Realty Associates, and that I will sign the proprietary lease for said Unit promptly upon presentation to me in the form contained in the Plan. The Escrow Agent will give me prompt written notice thereof when the Plan either becomes effective or is abandoned.

[Paragraph 4A] The Sponsor will hold all monies received by it through its agents or employees in trust until actually employed in connection with the consummation of the transaction as provided in Section 352-h of the General Business Law. All such monies will be deposited in a non-interest bearing account with Bank Leumi Trust Company of New York and will be held in the Escrow Account referred to above. The funds so deposited will be disbursed only at the closing and only for the purposes of the consummation of this Plan or returned to me as herein provided.

[Signature Line] Bachner, Tally & Mantell, as Escrow Agent

The Offering Plan for the premises at 450 West 31st Street is effective.

# SUMMONS AND COMPLAINT

James H. Brady Pro se Plaintiff 450 West 31st Street New York, NY 10001 (201) 923-5511